

AMENDMENT TO OIL, GAS AND MINERAL LEASE

This Amendment to Oil, Gas and Mineral Lease is made by and between Sunbelt Land Investment/360, Ltd., a Texas limited partnership ("Lessor"), and Chesapeake Exploration, LLC, an Oklahoma limited partnership ("Lessee").

WHEREAS, Lessor and EOG Resources, Inc. entered into an Oil, Gas and Mineral Lease dated January 21, 2006 ("Lease") covering, among other property, 111.2144 acres in Tarrant County, Texas described on Exhibit A attached hereto; and

WHEREAS, Lessee has agreed to pay Lessor an additional bonus of \$10,250 per net mineral acre to extend the primary term of the Lease; and

WHEREAS, Lessor and Lessee have agreed to amend the Lease in certain respects.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed as follows:

1.

Section 2 of the Lease is amended to read as follows:

2. Subject to the other provisions herein contained, this lease shall remain in force for a term of three (3) years from this date (called "Primary Term"), and as long thereafter as oil, gas or other minerals is produced from said physical land or land with which said land or any part thereof is pooled, or this lease is maintained by virtue of some other provision hereof.

2.

Section 15 of the Lease is deleted.

3.

Section 36 of the Lease is amended to read as follows:

36. Any lease well, proration unit or pooled unit ("unit") formed including any portion of the land shall be limited to those depths from the surface down to 100 feet below the stratigraphic equivalent of the base of the "Barnett Shale" formation. Prior to the end of the Primary Term, all of the leased premises described on Exhibit A must be included in one or more units, each one of which is capable of producing oil or gas in paying quantities, for purposes of computing the royalty payable to Lessor.

4.

Section 39 of the Lease is amended to read as follows:

No surface operations of any kind shall be conducted on the leased premises. No pipeline shall be constructed on or under the leased premises. No compressor, power station or other structure shall be constructed or used on the leased premises. Neither Lessee nor any of Lessee's successors or assigns shall, directly or indirectly, use eminent domain or condemnation on or with respect to the leased premises through an affiliate, agent, contractor or other person or entity to obtain an easement for a pipeline or compressor site. Lessee and Lessee's successors and assigns unconditionally agree that it will not, directly or indirectly, permit, authorize, instruct, request or contract with an affiliate of Lessor, an affiliate of Lessor's successors or assigns or any other person or entity to obtain an easement for a pipeline or compressor station on the leased premises by or through the use of eminent domain or condemnation.

5.

This Amendment to Oil, Gas and Mineral Lease shall be binding upon and inure to the benefit of the parties and their successors and assigns.

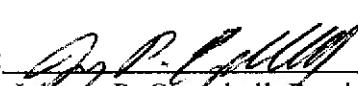
Executed the 1st day of May, 2008, to be effective as of January 21, 2008.

LESSOR:

Sunbelt Land Investment/360, Ltd., a Texas limited partnership

By: Sunbelt GPI, Inc., a Texas corporation,
General Partner

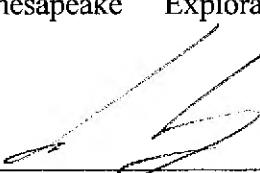
By:


Johnny P. Campbell, President

LESSEE:

Chesapeake Exploration, L.L.C., successor by merger to Chesapeake Exploration Limited Partnership

By:


Henry J. Hood, Senior Vice President –
Land and Legal & General Counsel


B.V. New

This instrument was acknowledged before me on this 1st day of May, 2008, by Johnny P. Campbell, as President of Sunbelt Land Development/360 Ltd. on behalf of said limited liability company.

My Commission Expires: 8-9-08
Commission Number: _____

Notary Public



STATE OF OKLAHOMA)
)
COUNTY OF OKLAHOMA)

This instrument was acknowledged before me on this 30 day of April, 2008, by Henry J. Hood, as Senior Vice President - Land and Legal & General Counsel of Chesapeake Exploration, L.L.C. on behalf of said limited liability company.

Notary Public

EXHIBIT "A"

111.2144 acres of land, more or less, and being out of and a part of the Solomon Ferrell Survey, A-516, Tarrant County, Texas, and being more completely described as 186.3244 acres of land, more or less, in two (2) tracts of land, being a 168.5476 acre tract and a 17.7768 acre tract of land, and being tracts one and two as described in that certain Special Warranty Deed, from EFO Land L.P., as Grantor and Sunbelt Land Investment/360, Ltd, as Grantee, dated December 13, 1999, and recorded as Volume 14138, Page 99, of the Deed Records, save and except, however, 75.11 acres of land, more or less, and being the same tract of land described in the certain Warranty Deed, dated February 27, 2001, from Sunbelt Land Investments/360 Ltd. as Grantor, to Mansfield Independent School District, as Grantee, said Warranty Deed recorded at Volume 14747, Page 365, of the Deed Records of Tarrant County, Texas, and therein leaving 111.2144 acres of land, more or less.



LIZ CHRISTIANSON
CHESAPEAKE ENERGY CORP
P O BOX 18496
OKLAHOMA CITY OK 73154

Submitter: TERRY HARRIS

**SUZANNE HENDERSON
TARRANT COUNTY CLERK
TARRANT COUNTY COURTHOUSE
100 WEST WEATHERFORD
FORT WORTH, TX 76196-0401**

DO NOT DESTROY
WARNING - THIS IS PART OF THE OFFICIAL RECORD.

Filed For Registration: 05/14/2008 12:58 PM
Instrument #: D208179003
OPR 5 PGS \$28.00

By:



D208179003

**ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE
OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR
RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.**

Printed by: CA